

AG Contract No. KR02-1107TRN  
ADOT ECS File: JPA 02-075  
Project No. HRF-GGI-0-765  
TRACS No. HF065 01C  
Section: Fossil Creek Rd.  
HURF Exchange Program

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
GILA COUNTY

THIS AGREEMENT is entered into 7th October, 200~~1~~<sup>2</sup>, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and GILA COUNTY acting by and through its BOARD OF SUPERVISORS (the "County").

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-6993(g) to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-951 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The State has approved the exchange of \$650,000.00 Highway User Revenue Funds (HURF) in Fiscal Year 2002 to the County for the construction of improvements to Fossil Creek Rd., and such funds will be repaid to the State by withholding from the Central Arizona Association of Governments (CAAG) federal funds and the obligation authority for federal funds in the amount of \$793,356.00 in Fiscal Year 2002.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows

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NO. 25535

Filed with the Secretary of State

Date Filed: 10/07/02

Betty Gayles

Secretary of State

By: William J. Greenwald

**II. SCOPE OF WORK**

## 1. The County will:

a. Provide design plans, specifications and such other documents and services required for construction bidding and construction.

b. Call for bids and award one or more construction contracts for the project. Administer same, and make all payments to the contractor(s). Be responsible for any additional funds required to complete the project, and for any contractor claims for extra compensation due to delays or whatever reason. Comply with all applicable State laws, rules and regulations.

c. Invoice the State for thirty percent of the project construction cost, at the start of construction.

d. Invoice the State for thirty percent of the project cost, at the thirty percent and sixty percent project completion stages.

e. Upon completion, approve and accept the project as complete and provide maintenance. Provide ADOT with a letter documenting the notice of the approval and acceptance of the project.

f. Invoice the State for the remaining ten percent of the project cost at the one hundred percent project completion stage after the County, CAAG, and the State (ADOT) representatives have competed final project review.

## 2. The State will:

a. Within 30 days after receipt and approval of an invoice, advance the County HURF funds in accordance with paragraph II, 1c., d., and f. above.

b. Withhold from CAAG, federal funds and the obligation authority of federal funds \$793,356.00 in Fiscal Year 2002 for construction.

**III. MISCELLANEOUS PROVISIONS**

1. The State assumes no liability under this agreement. The County assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is agreed that the State's participation is confined solely to advancing highway user revenue funds; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, unless assumed by another governmental entity, may be canceled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

3. This agreement shall become effective upon filing with the Secretary of State.
4. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.
5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
6. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.
7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17th Avenue – Mail Drop 616E  
Phoenix, AZ 85007  
FAX (602-712-7424

Gila County  
County Manager  
1400 E. Ash Street  
Globe, AZ 85501

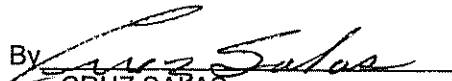
8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

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IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**GILA COUNTY**

**STATE OF ARIZONA**  
Department of Transportation

By   
CRUZ SALAS  
Chairman of the Board

By   
DALE BUSKIRK, Acting  
Transportation Planning Director

ATTEST

By   
STEVEN BESICH  
County Clerk

CC: Michael Shine MD 630E

G:02-075-Gila County-LVGT  
29AUG2002

JPA 02-075

RESOLUTION

BE IT RESOLVED on this 24th day of June, 2002, that I, the undersigned MARY LYNN TISCHER, Director of the Transportation Planning Division, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Gila County, for the purpose of the exchange of \$650,000.00 in Highway User Revenue Funds (HURF) to the County for the construction of improvements to Fossil Creek Rd., for the benefit and safety of the traveling public.

Therefore, authorization is hereby granted to draft said agreement, which, upon completion, shall be submitted to the Transportation Planning Division Director for approval and execution.

  
MARY LYNN TISCHER, Director  
Transportation Planning Division

**RESOLUTION NO. 02-09-03**  
**OF THE GILA COUNTY BOARD OF SUPERVISORS**

Resolution authorizing the Gila County Board of Supervisors to sign an Intergovernmental Agreement with the State of Arizona, Department of Transportation, for Arizona Department of Transportation File No. JPA 02-075 for construction of improvements to Fossil Creek Road.

**WHEREAS**, the parties have entered into the above described IGA Intergovernmental Agreement, and,

**WHEREAS**, the Intergovernmental Agreement requires a resolution of Gila County to authorize execution of the agreement;


**NOW, THEREFORE, BE IT RESOLVED** that Gila County Board of Supervisors authorizes the chairman Cruz Salas to execute the Intergovernmental Agreement for Arizona Department of Transportation File No. JPA 02-075 for construction of improvements to Fossil Creek Road, and authorizes him to take all actions to carry out all provisions of the agreement.

**PASSED AND ADOPTED** this 3rd day of September 2002.

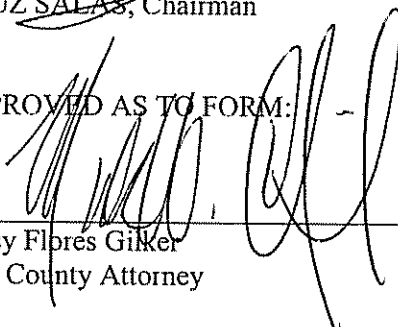
GILA COUNTY BOARD OF SUPERVISORS

  
\_\_\_\_\_  
CRUZ SALAS, Chairman

ATTEST:

  
\_\_\_\_\_  
Steven L. Besich  
Clerk of the Board

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Daisy Flores Gilker  
Gila County Attorney

JPA 02- 075

APPROVAL OF THE GILA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the GILA COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 26 day of August, 2002.

[Signature]  
Attorney



JANET NAPOLITANO  
ATTORNEY GENERAL

STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
TRANSPORTATION SECTION  
1275 WEST WASHINGTON STREET, PHOENIX, AZ. 85007-2926

TRN Main: (602) 542-1680  
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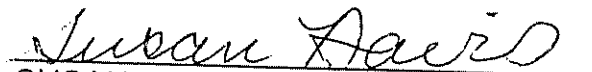
## **INTERGOVERNMENTAL AGREEMENT DETERMINATION**

A.G. Contract No. KR02-1107TRN, an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED September 19, 2002.

JANET NAPOLITANO  
Attorney General

  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

/srs

Att.

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